

IN THE SUPREME COURT OF THE UNITED STATES

No. 25A1099

INDIAN HARBOR INSURANCE COMPANY; LEXINGTON
INSURANCE COMPANY; QBE SPECIALTY INSURANCE
COMPANY; STEADFAST INSURANCE COMPANY; UNITED
SPECIALTY INSURANCE COMPANY; GENERAL SECURITY
INDEMNITY COMPANY OF ARIZONA; OLD REPUBLIC UNION
INSURANCE COMPANY; SAFETY SPECIALTY INSURANCE
COMPANY; CERTAIN UNDERWRITERS AT LLOYDS LONDON,
SUBSCRIBING TO POLICY NOS. AMR-41923-05, AMR-42386-05, and
AMR-60898-02; HDI GLOBAL SPECIALTY SE,

Applicants,

v.

TOWN OF VINTON; POLICE JURY OF CAMERON PARISH;
CAMERON PARISH RECREATION #6; SCHOOL BOARD OF
CAMERON PARISH,

Respondents

**APPLICATION TO THE HON. SAMUEL A. ALITO FOR A
FURTHER EXTENSION OF TIME WITHIN WHICH TO FILE A
PETITION FOR A WRIT OF CERTIORARI TO THE UNITED
STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT**

Raffi Melkonian

Counsel of Record

Thomas C. Wright

Eric B. Boettcher

Landon J. Francois

WRIGHT CLOSE BARGER & GUZMAN, LLP

One Riverway, Suite 2200

Houston, Texas 77056

RULE 29(6) CORPORATE DISCLOSURE STATEMENT

Indian Harbor Insurance Company. Indian Harbor Insurance Company is a wholly-owned subsidiary of XL Specialty Insurance Company and a wholly-owned indirect subsidiary of XL Group Ltd.

Lexington Insurance Company. Lexington Insurance Company is a direct, wholly-owned (100%) subsidiary of AIG Property Casualty U.S., Inc., which is a wholly-owned (100%) subsidiary of AIG Property Casualty Inc., which is a wholly-owned (100%) subsidiary of American International Group, Inc., which is a publicly-held corporation. No public company has an interest of 10% or more in American International Group, Inc.

QBE Specialty Insurance Company. QBE Specialty Insurance Company is a wholly-owned subsidiary of QBE Holdings, Inc. and a wholly-owned indirect subsidiary of QBE Insurance Group Limited.

Steadfast Insurance Company. Steadfast Insurance Company is a wholly-owned subsidiary of Zurich American Insurance Company and a wholly-owned indirect subsidiary of Zurich Insurance Group Ltd.

United Specialty Insurance Company. United Specialty Insurance Company is a wholly-owned subsidiary of State National Insurance Company, Inc.

General Security Indemnity Company of Arizona. General Security Indemnity Company of Arizona is a wholly-owned subsidiary of SCOR Reinsurance Company.

Old Republic Union Insurance Company. Old Republic Union Insurance Company is a wholly-owned subsidiary of Old Republic International Corporation.

Safety Specialty Insurance Company. Safety Specialty Insurance Company is a wholly-owned subsidiary of Safety National Casualty Corporation and a wholly-owned indirect subsidiary of Tokio Marine Holdings, Inc.

Certain Underwriters at Lloyd's, London subscribing to Policies Nos. AMR-60898-02, AMR-42386-05, and AMR-419243-05. Certain Underwriters at Lloyd's, London subscribing to Policy Nos. AMR-60898-02, AMR-42386-05, and AMR-419243-05 are composed of Syndicates 510, 33, 2121, 1969, 2623, 727, 623, 2987, 2003, 1861, 4444, 1886, 5886, 1183, 2010, 609, 2988, 3268, 1686, 1856, 382, 5000, 2468, 1200, 2015, and 1301 the ownership of which are as follows:

- Syndicate 510 is managed by Tokio Marine Kiln Syndicates Limited, whose ultimate parent company is Tokio Marine Holdings, Inc., which is incorporated in Japan. The immediate parent company of Tokio Marine Kiln Syndicates Limited is Tokio Marine Kiln Group Limited, which is registered in England. Tokio Marine & Nichido Insurance Co., Ltd. wholly owns Tokio Marine Underwriting Limited, which participates as a member on Syndicate 510;
- Syndicate 33 is managed by Hiscox Syndicates Limited, which is listed on the London Stock Exchange. Hiscox Syndicates Limited is an indirectly wholly owned subsidiary of Hiscox Ltd., which is incorporated in Bermuda.
- Syndicate 2121 is managed by Argenta Syndicate Management Limited, which is a wholly owned subsidiary of Argenta Holdings Limited, which in turn is wholly owned by Hannover Rück SE. Talanx AG owns 50.2% of Hannover Re and itself is 79% owned by the ultimate parent, Haftpflichtverband der Deutschen Industrie V.a.G.
- Syndicate 1969 is managed by Apollo Syndicate Management Limited. Apollo Syndicate Management Limited is a wholly owned subsidiary of Apollo Partners, LLP. DCB Ibeson, Metacomet LLC and SAC White are partners of Apollo Partners, LLP.
- Syndicate 2623 is managed by Beazley Furlonge Limited, for which the parent company is Beazley Furlonge Holdings Limited.
- Syndicate 727 is managed by S.A. Meacock & Company Limited, which is registered in England.

- Syndicate 623 is managed by Beazley Furlonge Limited, for which the parent company is Beasley plc, a public traded company on the London Stock Exchange.
- Syndicate 2987 is an unincorporated association, the managing agent of which is Brit Syndicates Limited and sole corporate member of which is Brit UW Limited, registered in England, with its principal place of business in London, England.
- Syndicate 2003 is an unincorporated association, the managing agent of which is Catlin Underwriters Agencies Limited and the sole corporate member is Catlin Syndicate Limited, which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is AXA XL.
- Syndicate 1861 and 4444 are unincorporated associations, the managing agent of which is Canopus Managing Agents Limited which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is Sompo Holdings, Inc.
- Syndicate 1886 is an unincorporated association, the managing agent of which is QBE Underwriting Limited which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is QBE Insurance.
- Syndicate 5886 is an unincorporated association, the managing agent of which is Asta Managing Agency Limited which is registered in England and has its principal place of business in London, England and for which the parent company is Asta Capital Limited.
- Syndicate 1183 is an unincorporated association, the managing agent of which is Talbot Underwriting Limited which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is American International Group, Inc.

- Syndicate 2010 is managed by Lancashire Syndicates Limited. Lancashire Syndicates Limited is a wholly owned subsidiary of Cathedral Capital Holdings Limited, which is a wholly owned subsidiary of Cathedral Capital Limited, which in turn is a wholly owned subsidiary of Lancashire Holdings Limited.
- Syndicate 609 is managed by Atrium Underwriters Ltd., which is a wholly owned subsidiary of Atrium Underwriting Group Ltd. A majority interest in Atrium Underwriting Group Ltd. is held by Enstar Group Ltd., a publicly traded company.
- Syndicate 2988 is managed by Brit Syndicates Limited, a company registered in England and Wales. Brit Syndicates Limited is a wholly owned subsidiary of Brit Insurance Holdings Limited which in turn is a subsidiary of Brit Limited. The ultimate parent is Fairfax Financial Holdings Limited.
- Syndicate 3268 is owned, in part, by three entities that have more than 10% capitalization of the syndicate and has a publicly owned parent company: (1) Inter Hannover (No. 1) Ltd. is a wholly owned subsidiary of Hannover Rück SE, a publicly traded company; (2) PartnerRe Corporate Ltd is ultimately a wholly owned subsidiary of PartnerRe Ltd., a publicly traded company, along with its parent company Exor Nederland N.V.; and (3) SCOR Underwriting Limited, a wholly owned subsidiary of SCOR SE a foreign publicly traded company.
- Syndicate 1686 is an unincorporated association which is managed by AXIS Corporate Capital UK Limited and AXIS Corporate Capital UK II Limited, which, in turn, are subsidiaries of other AXIS companies. AXIS Capital Holdings Limited is the ultimate parent company. No shareowner owns more than 10% of the stock of AXIS Capital Holdings Limited other than (1) T. Rowe Price which owns 11.5%; and (2) The Vanguard Group, which owns 10.04%.
- Syndicate 1856 has no publicly held corporations owning 10% or more of the capitalization of the syndicate.

- Syndicate 382 is an unincorporated association which is managed by Hardy (Underwriting Agencies) Limited, which is wholly owned by Hardy Underwriting Bermuda Limited, which is wholly owned by The Continental Corporation, a wholly owned subsidiary of CNA Financial Corporation which, in turn, is controlled by Loews Corporation, a publicly traded company on the New York Stock Exchange.
- Syndicate 5000 is managed by Travelers Syndicate Management Limited (“TSM”). The ultimate parent of TSM is The Travelers Companies, Inc, a publicly traded company on the New York Stock Exchange.
- Syndicate 2468 was formerly managed by Neon Underwriting Limited, registered in the United Kingdom. On December 31, 2020, Neon Underwriting Limited’s ultimate parent company, American Financial Group Inc., completed the sale of GAI Holdings Bermuda Ltd., the holding company for the whole Neon group, including the Managing Agent, to Riverstone Holdings Limited. Neon Underwriting Limited’s immediate parent company is Neon Holdings (U.K.) Limited and the Company’s indirect U.K. holding company is Riverstone Holdings Limited. Both of these companies are registered in England and Wales. The ultimate parent company is Riverstone Barbados Limited.
- Syndicate 1200 is managed by Argo Managing Agency Limited, the parent of which is Argo Underwriting Agency Limited, which is owned by Argo International Holdings Limited, which is a wholly owned subsidiary of Argo International Holdings Limited, a publicly traded company on the New York Stock Exchange.
- Syndicate 2015 is an unincorporated association, the managing agent of which is The Channel Managing Agency which is registered in England and has its principal place of business in London, England and for which the ultimate parent company is SCOR SE.
- Syndicate 1301 is an unincorporated association, the managing agent of which is SGL No. 1 Limited, a UK corporation with its principal place of business in Guildford, Surrey, UK. SGL No. 1 Limited is

wholly owned by Shelbourne Group Limited, a UK company, which is itself wholly owned by Kenmare Holdings Ltd., a Bermuda company. Kenmare Holdings Ltd. is wholly owned by Enstar Group Limited, a Bermuda company, the stock of which is traded on the NASDAQ. No publicly held company owns 10% or more of its stock.

HDI Global Specialty SE. HDI Global Specialty f/k/a International Insurance Company of Hannover SE is wholly owned by HDI Global SE, which is a member of the Talanx group. Talanx AG owns 100% of HDI Global SE and itself is 79% owned by the ultimate parent, Haftpflichtverband der Deutschen Industrie V.a.G.

Pursuant to Supreme Court Rule 13(5), Applicants hereby move for a further extension of 30 days, to and including June 12, 2026, for the filing of a petition for a writ of certiorari. Unless an extension is granted, the deadline for filing the petition for certiorari will be May 13, 2026.

In support of this request, Applicants state as follow:

1. The United States Court of Appeals for the Fifth Circuit rendered its decision in this consolidated case on December 8, 2025 (Exhibit 1 to original application). Subsequently, the Fifth Circuit denied Applicants' timely filed petition for rehearing en banc on January 12, 2026 (Exhibit 2 to original application). This Court has jurisdiction under 28 U.S.C. § 1254(1).

2. On April 3, 2026, Applicants applied for an initial 30-day extension of time, to and including May 13, 2026, for the filing of a petition for a writ of certiorari.

3. On April 9, 2026, Justice Alito granted that application.

4. As more fully described below, Counsel of Record Raffi Melkonian has been, and will remain through the current due date of the petition, occupied with substantial briefing and oral argument obligations in a number of other appellate matters, several of which have

required travel to distant jurisdictions for argument and hearings. These commitments have materially constrained the time available to prepare a petition addressing the significant treaty and federal law questions presented here.

5. This case involves a significant circuit split about an issue this Court has previously left open for resolution. As explained in the initial application, this case involves arbitrability pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, 21 U.S.T. 2517, 1970 WL 104417 (the “New York Convention”).

6. In March 2020, Town of Vinton (“Vinton”), numerous Domestic Insurers, and two Foreign Insurers entered into a surplus lines commercial property insurance policy (the “Policy”) under which the Insurers provided hurricane insurance for Vinton’s property in Louisiana. The Policy includes a broad arbitration provision governing all matters in difference between Vinton and the Insurers regarding the Policy.

7. In August 2022, Vinton, violating the Policy’s arbitration provision, sued the Domestic and Foreign Insurers in Louisiana state

court. Vinton then proceeded to dismiss the Foreign Insurers with prejudice before serving its petition on any Insurer.

8. The Domestic Insurers removed the case to the U.S. District Court for the Western District of Louisiana and moved to compel arbitration and stay the district court proceedings. The Domestic Insurers sought to enforce the arbitration provision through the New York Convention because Louisiana law prohibits arbitration provisions in insurance policies and thus reverse-preempts the Federal Arbitration Act under the McCarran-Ferguson Act, 15 U.S.C. § 1012(b). The district court held that the New York Convention did not apply because the Domestic Insurers were not parties to an arbitration agreement having a foreign citizen as a party, a prerequisite for the New York Convention's applicability. The district court also rejected the Domestic Insurers' alternative argument that equitable estoppel would still mandate arbitration under the New York Convention.

9. The Fifth Circuit affirmed in a published opinion. *Town of Vinton v. Indian Harbor Ins. Co.*, 161 F.4th 282 (5th Cir. 2025). The panel affirmed the district court's conclusion that the New York Convention did not directly apply because there were no foreign parties to an arbitration

agreement in the case. *Id.* at 287. The panel then held that Louisiana law—not federal common law—governs whether equitable estoppel may be used to enforce an arbitration agreement under the New York Convention. *Id.* at 287-88 (citing *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 631 (2009)). In holding that the Domestic Insurers could not use equitable estoppel to enforce the New York Convention, the panel applied the Louisiana Supreme Court’s decision in *Police Jury of Calcasieu Parish v. Indian Harbor Insurance Co.*, 395 So. 3d 717 (La. 2024), which held that Louisiana’s positive law (La. R.S. § 22:868) prohibits equitable estoppel from being used to compel arbitration.

10. The Fifth Circuit erred, and created a circuit split, by holding that state law governs whether equitable estoppel may be used to enforce an arbitration agreement under the New York Convention. *Arthur Andersen* involved *domestic* arbitration agreements governed by Chapter 1 of the FAA, where Congress expressly incorporated state contract law by providing that arbitration agreements are enforceable “save upon such grounds as exist at law or in equity for the revocation of a contract.” 9 U.S.C. § 2. That statutory language does not apply to the New York Convention, which is enforced “in accordance with” Chapter 2 of the FAA.

9 U.S.C. § 201. Treating *Arthur Andersen* as dispositive for New York Convention cases collapses a critical statutory distinction and undermines the uniformity across jurisdictions that the New York Convention requires so that the United States can honor its treaty obligations. See 1 Gary B. Born, *International Commercial Arbitration* § 10.05[A], p. 1610 (3d ed. 2021) (“[T]he Court in *Arthur Andersen* did not address the application of the New York Convention or Chapter 2 of the FAA, where the better view, generally adopted by U.S. lower courts, remains that federal common law should govern issues of alter ego, agency, estoppel and the like.”).

11. Thus, this case falls squarely within a question this Court intentionally left open in *GE Energy Power Conversion France SAS, Corp. v. Outokumpu Stainless USA, LLC*, 590 U.S. 432 (2020). There, the Court held “only that the New York Convention does not conflict with the enforcement of arbitration agreements by nonsignatories under domestic-law equitable estoppel doctrines.” *Id.* at 445. Moreover, this Court expressly stated that it was not determining “which body of law governs” the application of domestic equitable estoppel, leaving the issue for the Eleventh Circuit to determine on remand. *Id.*; see *Jiangsu Beier*

Decoration Materials Co. v. Angle World LLC, 52 F.4th 554, 562 n.32 (3d Cir. 2022) (stating that *Outokumpu* Court “declined to determine which body of law courts should apply” for equitable estoppel under the New York Convention (quotation omitted)). This case now presents an opportunity for this Court to answer the question it intentionally left open in *Outokumpu* and definitively resolve the circuit split.

12. Given the numerous parties involved in this and other litigation related to *Vinton*, Applicants respectfully request additional time to prepare and file a petition that will fully address the important and far-reaching issues raised by the decision below and frames those issues in a manner that will be most helpful to the Court. Further, counsel’s other obligations during the relevant period include the following:

- Case No. 25-30704; *MK Mall Holdings, LLC v. Underwriters at Lloyds of London, et al.*; in the United States Court of Appeals for the Fifth Circuit (appellant’s opening brief filed April 8, 2026);
- Case No. 13-26-00271-CV; *In re Lawrence Berry*; in the Court of Appeals for the Thirteenth District of Texas (relator’s petition for writ of mandamus and emergency motion to stay proceedings filed April 10, 2026);
- Case No. 25-30372; *Transportation Consultants, Inc. v. Certain Underwriters at Lloyd’s, et al.*; in the United States Court of Appeals for the Fifth Circuit (appellant’s opening brief filed April 16, 2026); and

- Case No. 25-20204; *Sullivan v. Feldman*; in the United States Court of Appeals for the Fifth Circuit (deliver oral argument on April 29, 2026).

13. Applicants therefore request a further extension of 30 days—until June 12, 2026—to permit Applicants’ counsel to prepare an adequate petition which will best present the relevant issues for this Court’s review.

For the foregoing reasons, Applicants request that an extension of time to and including June 12, 2026, be granted within which Applicants may file a petition for a writ of certiorari.

Respectfully submitted,

/s/ Raffi Melkonian

Raffi Melkonian

Counsel of Record

Thomas C. Wright

Eric B. Boettcher

Landon J. Francois

WRIGHT CLOSE BARGER & GUZMAN, LLP

One Riverway, Suite 2200

Houston, Texas 77056

(713) 572-4321

melkonian@wcbglaw.com

wright@wcbglaw.com

boettcher@wcbglaw.com

francois@wcbglaw.com

Counsel for Applicants

May 1, 2026